

**IN THE UNITED STATES DISTRICT COURT  
IN THE NORTHERN DISTRICT OF ALABAMA  
BIRMINGHAM DIVISION**

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**RANDY DEWAYNE PITTMAN**

**Plaintiff / Petitioner,**

**v.**

**GODADDY MEDIA TEMPLE, INC.**

**Defendant(s) / Respondent(s).**

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**Cause Action Number:**

2:21-CV-784-AKK

**JURY DEMAND**

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**COMPLAINT – BREACH OF CONTRACT**

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**COMES NOW**, your **Plaintiff**, **RANDY DEWAYNE PITTMAN**, and represents unto this Honorable Court as follows, to-wit:

01. That this Honorable Court (hereafter “Court”) has jurisdiction in the above-styled action as your **Plaintiff**, **RANDY DEWAYNE PITTMAN** (hereafter “Mr. Pittman”), is a resident of the **State of Alabama** (hereafter “Alabama”) and has been a resident of Alabama for more than two (2) years and has no intentions of relocating anytime in the near future.
02. That Mr. Pittman is a natural person who was born in 1981 and is a permanent resident of Alabama.
03. That your **Defendant**, **GODADDY MEDIA TEMPLE, INC.** (hereafter “GoDaddy”), is a corporation that is domiciled in the **State of Arizona** (hereafter “Arizona”), and provides Internet-based products and services to its clients or customers.
04. That Mr. Pittman has been a patron of GoDaddy’s for almost twenty (20) years.
05. That in September of 2019 Mr. Pittman began experiencing extreme difficulties with his GoDaddy account as he had received an electronic mail alert notifying him that changes had been made to his account.
06. That Mr. Pittman immediately contacted GoDaddy and notified the company that he did not authorize the changes nor did he make any changes to his account.

07. That GoDaddy began an elaborate scheme against Mr. Pittman to swindle money out of Mr. Pittman by making false allegations and false promises to induce Mr. Pittman into entering into contracts and/or agreements that were frivolous.
08. That GoDaddy has charged Mr. Pittman upwards of two-thousand dollars (\$2,000.00) in the previous twenty-one (21) months for “security” type products and services.
09. That one (1) main issue that Mr. Pittman was experiencing was with his electronic mail management system.
10. That GoDaddy initially sold Mr. Pittman a host of products that ultimately offered Mr. Pittman’s account no added security.
11. That Mr. Pittman ultimately ended up purchasing an “air tight” (as defined by GoDaddy) security measure that was guaranteed to keep people out of Mr. Pittman’s GoDaddy account.
12. That Mr. Pittman spent numerous hours on the telephone with GoDaddy’s technical support and product sales department.
13. That during the time in which Mr. Pittman was setting up his account security Mr. Pittman was assured that without the information Mr. Pittman was supplying, no one would ever be able to access Mr. Pittman’s GoDaddy account.
14. That Mr. Pittman set up a personal identifying number that was four (4) digits in length.
15. That Mr. Pittman set up a call-in series of words or phrases that must be matched for any agent working for GoDaddy to access the account.
16. That Mr. Pittman set up a two-step authentication system where if someone attempted to log in to the account online, a notice would then be sent to Mr. Pittman’s cellular telephone or electronic mail to provide a one-time system-generated security code that must be used to access the account.
17. That with all the security features that Mr. Pittman paid for and added to his account, GoDaddy took it upon themselves to breach the contract that the company had with Mr. Pittman.
18. That on May 22, 2021 at 03:31 o’clock p.m. (Central Standard Time) GoDaddy sent an electronic mail message to Mr. Pittman and the message stated that Mr. Pittman’s GoDaddy account settings had been changed.

19. That at no time during the change process did Mr. Pittman receive any two-step verification confirmation.
20. That at no time during the change process did Mr. Pittman receive any telephone call from GoDaddy to confirm his identity.
21. That at no time during the change process was Mr. Pittman asked what his call-in word or phrase was; in order to verify Mr. Pittman's identity.
22. That GoDaddy simply provided someone complete access to Mr. Pittman's online account and many changes were made to the account.
23. That Mr. Pittman owns approximately six (6) domains.
24. That each and every domain owned by Mr. Pittman had the registered owner information changed or altered to another person's name and address and all their contact information.
25. That when Mr. Pittman contacted GoDaddy to find out how a change had been made to his account, without Mr. Pittman's knowledge, Mr. Pittman was told that someone had sent an electronic mail message and the change was made by GoDaddy.
26. That Mr. Pittman then asked how someone would have gained access to his online account and he was told that the login credentials were shared with the person alleging to be Mr. Pittman and that is how the person gained access to Mr. Pittman's online domain manager, online electronic mail manager, online secure server and all other aspects of Mr. Pittman's online portfolio.
27. That GoDaddy has caused tremendous damages to Mr. Pittman in that Mr. Pittman has found personally identifying documentation on the Internet; to include photographs of his old driver's license, Social Security card, vehicle registration and other important documents that could have only been obtained from accessing Mr. Pittman's GoDaddy account.
28. That GoDaddy blatantly violated the contract between Mr. Pittman and the company when GoDaddy authorized changes to be made without first identifying the identity of the person acting like Mr. Pittman.
29. That GoDaddy took no additional steps or security measures to ensure they were dealing with Mr. Pittman prior to releasing login credentials and giving someone complete authorization and control to do anything he or she wanted to do with the account.

30. That Mr. Pittman checked the domain manager and as of June 01, 2021 the registrant for every domain Mr. Pittman owns still shows someone other than Mr. Pittman.
31. That GoDaddy is solely responsible for the safety and security of the account(s) in their portfolio.
32. That GoDaddy showed complete and utter disregard for Mr. Pittman and the security of the account Mr. Pittman has owned for nearly twenty (20) years.
33. That GoDaddy is solely responsible for the dissemination of approximately twenty (20) years of Mr. Pittman's personally identifying information.
34. That GoDaddy is solely responsible for the theft of any and all intellectual property that was viewed or stolen as a result of this breach of contract.
35. That Mr. Pittman's damages shall exceed two-hundred fifty thousand dollars (\$250,000.00) as a result of this breach of contract.
36. That GoDaddy should be held liable for the dissemination of Mr. Pittman's personally identifying information and all damages associated with the breach of contract.
37. That Mr. Pittman reserves the right to add to this formal complaint at any time during the trial of this case.

**WHEREFORE**, your **Plaintiff, RANDY DEWAYNE PITTMAN**, prays unto this Honorable Court as follows:

- a. That this Honorable Court grant this formal complaint and award the **Plaintiff, RANDY DEWAYNE PITTMAN** with all relief sought therein.
- b. That this Honorable Court or Jury award the **Plaintiff, RANDY DEWAYNE PITTMAN**, the sum of five-hundred thousand dollars (\$500,000.00) for punitive, compensatory, special and general damages resulting from the reckless and careless actions of the **Defendant, GODADDY MEDIA TEMPLE, INC.**
- c. For further and general relief that this Honorable Court or Jury may deem just, proper and equitable.

**Respectfully submitted**, this the 01<sup>st</sup> day of June in the year of the Lord 2021.

By: 

**RANDY DEWAYNE PITTMAN**

Pro se

917 Church Road  
Fyffe, Alabama 35971  
randy@heatwavelogistics.com

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**CERTIFICATE OF SERVICE**

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I swear/affirm/declare/certify that a true and correct copy of the foregoing has been served on the **Defendant**. The foregoing has been served by the United States Postal Service on this the 01<sup>st</sup> day of June 2021. The foregoing documents have been served on each **Defendant** at the following address:

**GoDaddy Media Temple, Inc.**  
**Attention: Legal Department**  
2155 East GoDaddy Way  
Tempe, Arizona 85284

By: 

**RANDY DEWAYNE PITTMAN**

Pro se

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Fyffe, Alabama 35971  
randy@heatwavelogistics.com